

## AGREEMENT

RECEIVED

2007 JUL -6 AM 9:33

PUBLIC EMPLOYMENT  
RELATIONS BOARD

This Agreement is entered into this 12<sup>th</sup> day of March, 2007, by and between the CITY OF EMMETSBURG, IOWA (hereinafter "Employer"), and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 234 (hereinafter "Union"). The Union is the exclusive and sole bargaining agent as defined in PERB Case #7075, which unit includes Street Department and Solid Waste Department Employees and excludes the Street Foreman, Director of Public Properties and all temporary and part time employees and all others excluded by Iowa Code Section 20.4.

**ARTICLE 1**  
GRIEVANCE PROCEDURE

1. A grievance means there is an alleged violation of any of the specific provisions of this agreement.
2. Each Employee covered by the agreement has the right to present grievances.
3. The Employee has ten (10) days from the occurrence of the event to present the grievance to the department head. A failure to act within the ten (10) day period acts as a bar to the grievance.
4. Any investigation or handling of the grievance shall not be conducted during regular work hours.
5. Step One. The first step, which is an informal oral step, of the grievance procedure shall be an informal step at which time the Employee shall meet with the department head to attempt to resolve the grievance. This meeting shall occur within five (5) days of the request by the Employee to have a first step meeting with regard to a grievance. At this time, the person grieving shall identify the specific portion of the contract involved and which the grievant claims has been violated. A written response will be delivered to the grievant.
6. Step Two. The second step, which is in writing, the person or union grieving shall file the grievance with the City Administrator and shall specifically identify in the written grievance the portion of the contract violated, how the violation occurred and why the answer at the informal step is unsatisfactory. This second step shall be filed within ten (10) days of the decision at step one. A meeting shall occur within ten (10) days of the receipt of the written grievance and an answer shall be given within five (5) days of the meeting. If a grievance at Step 1 or 2 is not timely answered by the Employer, a grievance automatically shall be eligible to go to the next step of the grievance procedure if the grievant or union so elects.

274

7. Step Three. In the event the union is not satisfied with the answer at the second step, the union may request arbitration. This request must be made within twenty (20) days of the receipt of the written response to step two. The request shall be made to the Iowa Public Employment Relations Board for a panel of five (5) arbitrators which shall be alternately struck by each side. Arbitration shall then be held as set by the arbitrator and the decision of the arbitrator shall be final and binding on the parties. Either party may reject one list and request a different list from PERB.
8. The expenses for the arbitration shall be equally shared by each side.
9. The arbitrator shall not amend, modify or add to the provisions of the agreement and shall decide the issue as to whether or not a specific portion of the agreement has been violated.

## **ARTICLE 2**

### **SENIORITY**

Seniority is defined as an Employee's full-time and continuous service with the Employer since their last date of hire.

All new Employees shall serve a probationary period of six (6) months, during which time probationary Employees shall have no right to file grievances unless the grievance concerns wages or insurance. After the six (6) month probationary period, Employees shall be considered a regular full-time Employee if the Employee works forty (40) hours per week. Only full-time Employees earn seniority or benefits under this contract.

Seniority is lost upon termination of employment with the Employer for any reason except a temporary layoff.

## **ARTICLE 3**

### **LAYOFF**

In the event the Employer determines that a reduction in work force is necessary, any person subject to reduction shall be given a ten (10) day notice in writing. Probationary Employees shall be the first category subject to termination. Thereafter, any termination shall be within the job classification selected for layoff. Within the job classification, the decision for layoff shall be based on two factors: job performance and seniority. Job performance shall be based on a joint decision of the department head and the City Administrator.

A regular Employee laid off shall have his/her name on the recall list for a period of nine (9) months following the date of the layoff, during which period no vacancy in the job classification affected by the layoff may be filled by a new hire until all former Employees on the recall list have been offered recall. On recall from layoff, former full-time Employees who were laid off will be returned to work in the reverse order in which they were laid off,

if they are qualified to perform the work available, as determined by the Employer. Former part-time Employees shall be recalled following the recall of all former full-time Employees. Probationary Employees have no layoff or recall rights.

Employees to be recalled after being laid off shall be notified five (5) days in advance in writing by notice sent by certified mail, return receipt requested, to the last address shown on the Employee's record. Former Employees so notified must report for work no later than five (5) workdays following receipt of the recall notice. Failure to return shall result in the former Employee being removed from the recall list.

#### **ARTICLE 4** **TRANSFERS**

The Employer will post notices of any vacancy within the bargaining unit three (3) days in advance of publicly advertising the vacancy. Vacancies shall be posted on the bulletin board in "The Shed". Any Employee desiring a transfer from one job classification to another shall make application to the City Administrator. The City Administrator and department head shall then consult concerning the transfer application and a decision shall be given to the requesting Employee in writing. The decision shall be based on the needs within the classification from where the person is transferring and the classification to which the Employee is asking to be transferred. This decision shall be at the discretion of the department head and the City Administrator.

#### **ARTICLE 5** **VACATION**

After one (1) year of employment, forty (40) hours.

After two (2) years of employment, eighty (80) hours.

After seven (7) years of employment, one hundred twenty (120) hours.

After fifteen (15) years of employment, one hundred sixty (160) hours.

After twenty-five (25) years of employment, two hundred (200) hours.

Vacations may be taken in one (1) hour increments.

Vacations shall be scheduled and taken at times approved by the department head.

Any Employee who is discharged for cause shall lose any accrued benefits including vacation.

These benefits are available only to full-time Employees scheduled to a forty (40) hour work week. Vacation eligibility and accrual shall be based on Employee's last date of hire.

## **ARTICLE 6**

### **LEAVES OF ABSENCE**

**Sick Leave.** Sick leave shall be accrued at the rate of eight (8) hours per month following the probationary period. Maximum accumulation shall be seven hundred twenty (720) hours. Sick leave shall be used in increments of not less than one (1) hour. Employer has the right to notify Employee that prior to returning to work a written verification of health is required. Utilization of sick leave is exclusive to the Employee and shall not be considered a family illness leave. If the Employee has sick leave available, the Employee will utilize that leave until the Employee qualifies for short term disability coverage. An Employee may use up to fifty-six (56) hours of sick leave as family illness leave to be with persons within the household including children or parents who have serious illness or hospitalization.

**Bereavement Leave.** In the event of the death of an Employee's spouse, step-child, child parent, brother or sister, Employee may be granted up to five (5) days paid leave of absence for attendance at the funeral and/or other related activities. In the event of the death of a step sibling or a sibling's spouse, child's spouse, grandparent, grandchild, or parent-in-law, Employee may be granted up to three (3) days paid leave of absence for attendance at the funeral and/or other related activities. One (1) day shall be granted to attend the funeral of an aunt or uncle. Other paid or unpaid funeral leave may be granted at the discretion of the City Administrator.

**Military Leave.** A full-time Employee may be granted military leave of absence with pay for a period of up to thirty (30) days as prescribed by Section 29A.28 of the Code of Iowa.

**Jury Duty Leave.** An Employee called for jury duty shall receive his/her regular wages. To receive payment for the duty, the Employee shall submit certification of service and assign all payments received to the Employer. When released from duty prior to 2:00 p.m., the Employee shall return to work immediately.

**Leave Without Pay.** An Employee may be granted a leave without pay at the discretion of the City Administrator and no benefits nor seniority are accrued during the periods of time when the Employee is absent without pay.

**Holiday Leave.** Employees shall receive the following holidays each year: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. In addition, one half day shall be allowed for Christmas Eve and New Year's Eve unless Christmas Day or New Year's Day falls on Sunday or Monday. Holiday pay shall be at regular time pay. To receive pay for the holiday, the Employee must have worked the last scheduled work day before the holiday and the work day immediately following the holiday. Employee shall observe holidays that fall on Saturday or Sunday as the other City Employees are scheduled to observe those holidays. Employees required to work on a holiday shall receive time and a half in addition to the holiday hours.

These benefits are available only to full-time Employees scheduled to a forty (40) hour work week.

## **ARTICLE 7**

### **HOURS OF WORK AND OVERTIME**

Full-time Employees will be employed forty (40) hours per week and paid time and one-half (1- ½) for all hours over forty (40) hours. The regular work day will be a flexible workday as assigned by the City Administrator or the department head. The normal work day will be from 7:00 a.m. to 4:00 p.m. subject to the flexibility and adjustment as needed for conditions existing within the City.

During the Employee's normal shift, the Employer will grant sixty (60) minutes unpaid time for lunch and two (2) fifteen (15) minute paid breaks. The first morning break shall be approximately 9:30 a.m., lunch break approximately 12:00 p.m. and afternoon break approximately 2:30 p.m.

Overtime. Overtime work will be approved by the department head or City Administrator. The Employer shall not adjust the Employee's normal work or activities to avoid paying overtime. Overtime may be taken as comp time up to forty (40) hours per year. An Employee on paid leave shall be on work time for the purpose of determining overtime.

Comp. Time. If not used by June 30, comp time will be carried to the next contract year but only forty (40) hours may be accumulated or used in one year. Comp time over forty (40) hours is paid at the applicable hourly rate when earned.

On-Call. The on-call Employee receives a day off in the week following the on-call period. The day off will be of the Employees choosing provided it is approved by Management. This day off is in exchange for calls less than one (1) hour in duration.

On-Call in excess of one (1) hour shall be included in the Employee's hours for the week.

When a holiday falls within an on-call week of an Employee, the Employee will receive an additional four (4) hours of paid time off. This four (4) hours may be taken consecutively with the day off above.

These benefits are available only to full-time Employees scheduled to work a forty (40) hour workweek.

## **ARTICLE 8**

### **INSURANCE**

This is a three (3) year contract. The City of Emmetsburg will contribute the amount of Eight Hundred Fifty-eight Dollars and Seventy Cents (\$858.70) per month commencing July 1, 2007. On July 1, 2008 the City of Emmetsburg will contribute up to Nine Hundred

One Dollars and Sixty-four Cents (\$901.64). Commencing July 1, 2009, the City of Emmetsburg will contribute up to Nine Hundred Sixty Dollars and Twenty-four Cents (\$960.24) per month. These contributions shall be per Employee and per month to the Local 234 Operating Engineers Health and Welfare Fund. Contributions of the Employer for the month of coverage shall be forwarded to such business office as indicated on the report forms supplied for each person no later than the first of the month for which payment is being made.

The Employer has entered into a Consent Agreement with the Trust.

The above contribution covers Health Insurance, Prescription Drug, Dental, Vision, Short-Term Disability and Dismemberment Coverages.

The City will continue to provide Long-Term Disability and Life Insurance benefits that were made available and at the same cost to all City Employees on July 1, 2007.

## **ARTICLE 9**

### **WAGES**

Effective July 1, 2007, Employees in all classifications shall receive a 3% across-the-board increase to their base hourly rate of pay. The starting wage effective July 1, 2007 for new Employees is \$11.73. Effective July 1, 2008, the across-the-board increase shall be 3.25% and on July 1, 2009, the across-the-board increase shall be 3.5%. The wages are set forth below.

	7-1-07	7-1-08	7-1-09
Solid Waste Foreman	\$14.29	14.75	15.27
Mechanic	\$15.00	15.49	16.03
Crewman (3 <sup>rd</sup> yr.)	\$13.48	13.92	14.41
Crewman (2 <sup>nd</sup> yr.)	\$13.08	13.51	13.98
Crewman (1 <sup>st</sup> yr.)	\$12.67	13.08	13.54
Crewman (6mos.)	\$12.06	12.45	12.89
Crewman (start)	\$11.73	12.11	12.53

## **ARTICLE 10**

### **DUES CHECK-OFF AND INDEMNIFICATION**

Upon receipt of a lawfully executed written authorization from an Employee, which may be revoked in writing at any time in accordance with State Law, the Employer agrees to deduct the regular Union dues of such Employee from his/her pay and remit such deduction by the fifteenth (15<sup>th</sup>) day of the succeeding month itemizing the amount and name of each Employee being remitted for. Along with the remittance, the Employer will provide the names of Employees hired, laid off, suspended or terminated during the month. The Union will notify the Employer in writing of the amount of such membership dues, initiation fees and other uniformly applied Union assessments to be deducted.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

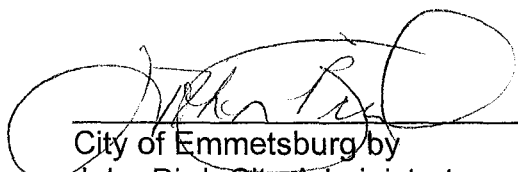
The request form authorizing monies to be deducted shall be provided by the Union. Union dues will be deducted from each paycheck. The amount will be established by the Union as monthly dues. The amount deducted shall be paid to the Treasure of the Union.


Upon receipt of written authorization from the Employee, a standard dollar amount will be deducted from the Employee's regular paycheck by the Employer. Thirty (30) calendar days advance notice must be given to the Employer before the first deduction will be made or any change in or discontinuation of the deduction is to be made.

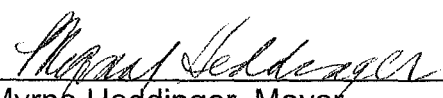
This is a three (3) year contract commencing July 1, 2007 through June 30, 2010.

Employer

Union

  
City of Emmetsburg by  
John Bird, City Administrator

  
Business Manager

  
Myrna Hedding, Mayor

  
International Union of  
Operating Engineers, Local 234

Contract 1-4-07